

## OPINION SUMMARY

### MISSOURI COURT OF APPEALS EASTERN DISTRICT

NATIONAL INFORMATION	)	No. ED101636
SOLUTIONS, INC., Appellant,	)	
	)	Appeal from the Circuit Court
vs.	)	of St. Charles County
	)	
CORD MOVING & STORAGE	)	Hon. Daniel G. Pelikan
COMPANY, INC., Respondent.	)	Filed: February 24, 2015

National Information Solutions, Inc. (“NISC”) sued Cord Moving & Storage Company for negligence after a copier was damaged while Cord was moving the contents of NISC’s warehouse. Cord asserted, as an affirmative defense, that a provision in the parties’ moving contract limited its liability to \$.30 per pound for the damaged item. The trial court entered summary judgment in Cord’s favor on its affirmative defense, and this appeal follows.

AFFIRMED.

Division Three holds:

Exculpatory provisions in contracts negotiated at arm’s length between sophisticated businesses need not contain precise language to limit liability for a party’s own negligence. The undisputed facts of this case demonstrate that NISC was a sophisticated business entity, experienced in these types of transaction with outside vendors. Therefore, the limitation on liability was enforceable, and summary judgment was proper.

Opinion by: Robert G. Dowd, Jr., J.  
Kurt S. Odenwald, P.J. and Gary M. Gaertner, Jr., J., concur.

Attorney for Appellant: Paul P. Hasty, Jr.

Attorney for Respondent: Eric O. Solverud

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